

State of New York, State Education Department  
Arbitrator: Stanley Aiges

X  
In the Matter of the Disciplinary Proceeding of the  
NEW YORK CITY DEPARTMENT OF EDUCATION

-against- Complainant,  
RONALD B. ,

POST-CHARGE  
STIPULATION OF  
SETTLEMENT

Respondent.

Pursuant to Education Law §3020-a.

X  
**WHEREAS**, the Department of Education of the City School District of the City of New York, (hereinafter "Department") has preferred disciplinary charges against RONALD B. (hereinafter "Respondent"), a tenured teacher employed by the Department of Education and last assigned to Benjamin Cardozo High School in Queens, pursuant to Education Law §3020-a; and

**WHEREAS**, the parties desire to eliminate the need for a formal hearing, have held discussions where they were represented by counsel, have had all the terms and conditions of this Stipulation of Settlement (hereinafter "Stipulation") thoroughly explained and now freely consent to enter into this Stipulation, such consent not having been induced by fraud, duress, or any other influence; and


**WHEREAS**, no other person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed; and

**WHEREAS**, the parties have reached an agreement as to the complete and final resolution of this matter;

**NOW IT IS HEREBY AGREED AND STIPULATED** by and between said parties that this matter shall be fully resolved as follows:

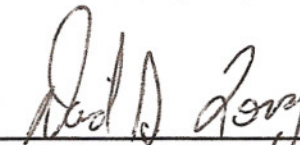
1. Subject to the terms and conditions enumerated in this Stipulation the complainant agrees to withdraw, with prejudice, the pending disciplinary charges against the Respondent and not to prefer any charges relating to any conduct or condition alleged to have occurred or to have been in existence on or before the day this Stipulation is fully executed and final.
2. The Respondent acknowledges that he received two (2) consecutive Unsatisfactory ratings during the 2000-2001 and 2001-2002 school years. The 2000-2001 school year Unsatisfactory rating was based upon corporal punishment. The 2001-2002 Unsatisfactory rating was based upon on incompetent and inefficient service.
3. The Respondent agrees to serve a suspension without pay for a period of two and a half months from April 15, 2003 until June 30, 2003.
4. Respondent shall remain in his current assignment until the start of the above listed suspension.
5. The Respondent will be reassigned in September 2003 by the Regional Superintendent of Region 3 to an elementary school within Region 3, to a position of tenured teacher.
6. The Respondent shall enroll in and complete six (6) college credits in Special Education, which is to be completed eighteen (18) months from the date of execution of this Stipulation. These courses shall be in the area of Instructional Strategies and Classroom Management. If the Respondent does not complete these courses, he will be suspended without pay until the completion of said courses.
7. The Respondent agrees to pay any and all costs associated with the above-referenced courses, and agrees to provide the Department with all information regarding the same, including a certificate of completion.
8. The Respondent understands that a copy of this Stipulation shall be kept in his personnel file, in the files maintained at the Office of Legal Services, Superintendent of Queens High Schools and the Region 3 Superintendent's Office.

DATED: 3/11/03

  
JAMES R. SANDNER, ESQ.  
Attorney for Respondent  
260 Park Avenue South  
New York, New York 10010  
(212) 533-6300

BY: Neil Dudich, Esq., of counsel

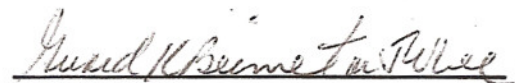
DATED: 3-27-03

  
CHAD A. VIGNOLA  
Attorney for Complainant  
NYC Department of Education  
110 Livingston Street  
Brooklyn, N.Y. 11201  
(718) 935-3714

BY: David S. Long, Esq. of counsel

DATED:

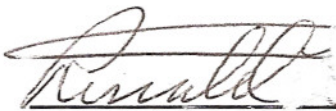
3-24-03

  
JOHN LEE  
Superintendent  
District 77 – Queens High Schools



9. The Respondent agrees that if he is ever brought up on Education Law §3020-a charges in the future and is subsequently found guilty of those charges, the hearing officer will be entitled to consider this Stipulation for the purpose of assessing a penalty.
10. The parties to this Stipulation knowingly waive their rights to make any legal or equitable claims or to initiate legal proceedings of any kind against each or any employee thereof, relating to or arising out of this matter, except to enforce this stipulation of settlement now or in the future. The Respondent further agrees to withdraw any such claims or actions that may have been commenced in any forum whatsoever arising out of the facts and circumstances of this case.
11. The Respondent agrees that he has entered into this agreement freely, knowingly and openly, without coercion or duress and that he has voluntarily waived all statutory, contractual or constitutional rights that he may have held in this matter for a hearing in accordance with Education Law §3020-a.
12. The Respondent affirms that he has had access to counsel in reaching this agreement and has consulted with counsel regarding the terms of this Stipulation, and has entered into this agreement with advice and consent.
13. Nothing in this Stipulation shall be deemed to be a practice or policy of the New York City Department of Education.
14. This written agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding said allegations and charges shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained therein.

DATED: 03-11-03

  
RONALD  
Respondent